

JUL 29 '97

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OF COUNSEL
URBAN A. LESTER

July 29, 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) copies of an Assignment and Assumption Agreement, dated as of July 25, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease of Railroad Equipment which was previously filed with the Board under Recordation Number 10534.

The names and addresses of the parties to the enclosed document are:

Assignor: BA Credit Corporation
555 California Street
San Francisco, California 94104

Assignee: Helm-Atlantic Associates Limited Partnership
One Embarcadero Center, Suite 3700
San Francisco, California 94111

A description of the railroad equipment covered by the enclosed document is set forth in the Lease Agreement originally filed therein.

C. Counterparts - Betty G. J. Alford

Mr. Vernon A. Williams
July 29, 1997
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Also enclosed is a check in the amount of \$24.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,


Robert W. Alvord

RWA/bg
Enclosures

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ASSIGNMENT AND ASSUMPTION AGREEMENT entered into as of July 25, 1997 (the "Effective Date"), between **BA CREDIT CORPORATION** ("Assignor"), a Delaware corporation located at 555 California Street, San Francisco, CA 94104, and **HELM-ATLANTIC ASSOCIATES LIMITED PARTNERSHIP** ("Assignee"), a Delaware limited partnership located at One Embarcadero Center, Suite 3700, San Francisco, CA 94111.

RECITAL

Assignor is the successor to Bamerilease, Inc. as Lessor under that certain Lease of Railroad Equipment dated as of May 1, 1979 (the "Lease") between Burlington Northern, Inc. and Bamerilease, Inc. Assignor wishes to assign, transfer, and convey to Assignee, and Assignee wishes to receive and accept, all of Assignor's right, title and interest in and to the Lease and the related documents set forth in Annex 1 (the "Transaction Documents").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1. Assignment of Interest. Assignor hereby assigns, transfers and conveys to Assignee, as of the Effective Date, all its right, title and interest in and to the Transaction Documents. Assignee hereby accepts and receives all such right, title and interest in and to the Transaction Documents.

SECTION 2. Assumption of Liabilities. Assignor hereby assigns and delegates to Assignee, and Assignee hereby assumes, all of the duties and obligations of Assignor accruing or arising after the Effective Date which are incident to ownership of the Transaction Documents. Assignor and Assignee confirm that as of the Effective Date Assignee shall be deemed a party to those Transaction Documents and related documents to which Assignor is a party and Assignee agrees to be bound by all the terms of, and to undertake all such obligations of, Assignor contained therein arising and relating to the period after the Effective Date.

SECTION 3. Exception. Notwithstanding the foregoing, Assignor shall be entitled to pursue claims accruing or arising incident to its ownership of the Transaction Documents and the Equipment on or before the Effective Date, and all its rights and remedies related to such claims, for (a) payments of indemnity now or hereafter due under the Transaction Documents from any obligor thereunder, and/or (b) insurance payments or proceeds.

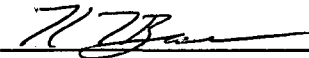
SECTION 4. Miscellaneous. Each party to this agreement shall execute and deliver such instruments, documents and other written information and take such other actions as the other parties may reasonably require in order to carry out the intent of this Agreement. This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. This Agreement shall be construed in accordance with the laws of California without regard

to its conflict of laws doctrine.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement.

ASSIGNOR:

BA CREDIT CORPORATION

By: 

Title: Exec. V.P.

ASSIGNEE:

HELM-ATLANTIC ASSOCIATES LIMITED PARTNERSHIP

By Helm-Atlantic Corporation
Its General Partner

By: 

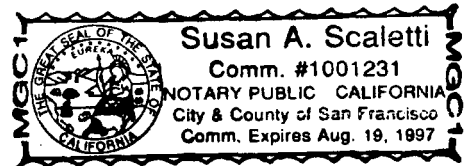
Title: PRESIDENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On this 25th day of July, 1997, before me personally appeared K. Thomas Rose, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Susan A. Scaletti (NOTARIAL SEAL)
NOTARY PUBLIC SIGNATURE

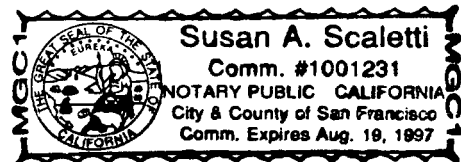


STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On this 25th day of July, 1997, before me personally appeared David R. Eckles, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Susan A. Scaletti (NOTARIAL SEAL)
NOTARY PUBLIC SIGNATURE



ANNEX I
TO
ASSIGNMENT AND ASSUMPTION AGREEMENT

TRANSACTION DOCUMENTS

PARTICIPATION AGREEMENT dated as of
May 1, 1979 among:

Burlington Northern, Inc.	LESSEE
Mercantile-Safe Deposit & Trust Co.	AGENT
Bamerilease Capital Corporation	VENDEE
Bank of America NT&SA	GUARANTOR
Parties listed in APPENDIX I	INVESTORS

CONDITIONAL SALE AGREEMENT dated as
of May 1, 1979 between:

Bamerlease, Inc.	VENDEE
General Motors Corporation (Electro-Motive Division)	
General Electric Co.	
Filed for Recordation with the Interstate Commerce Commission on June 22, 1979 and assigned Recordation No. 10534	

AGREEMENT AND ASSIGNMENT dated as
of May 1, 1979 between:

General Motors Corporation (Electro-Motive Division)	
General Electric Co.	AGENT
Mercantile-Safe Deposit & Trust Company	
Filed for recordation with the Interstate Commerce Commission on June 22, 1979 and assigned Recordation No. 10534-A.	

LEASE OF RAILROAD EQUIPMENT dated as
of May 1, 1979 between:

Burlington Northern, Inc.	LESSEE
Bamerilease, Inc.	LESSOR
Filed for recordation with the Interstate Commerce Commission on June 22, 1979 and assigned Recordation No. 10534-B.	

ASSIGNMENT OF LEASE & AGREEMENT

dated as of May 1, 1979 between:

Bamerlease, Inc.

Mercantile-Safe Deposit & Trust Company

Filed for recordation with the Interstate

Commerce Commission on June 22, 1979 and

assigned Recordation No. 10534-C.

LESSOR
VENDOR

ASSIGNMENT & ASSUMPTION

AGREEMENT dated as of December 27, 1994

between:

BA Leasing & Capital Corporation

BA Credit Corporation

Filed for recordation with the Interstate

Commerce Commission on January 3, 1995 and

assigned Recordation No. 10534-D.

ASSIGNOR
ASSIGNEE

FIRST AMENDMENT TO LEASE OF

RAILROAD EQUIPMENT dated as of May 30,

1997 between:

BA Credit Corporation

The Burlington Railroad Company

Filed for recordation with the Interstate

Commerce Commission on June 12, 1996 and

assigned Recordation No. 10534-E.

LESSOR
LESSEE

**COMPLETE TERMINATION AND RELEASE
OF SECURITY INTEREST OF LIEN**

dated June 25, 1997 by:

The Bank of New York, successor to

Mercantile-Safe Deposit & Trust Company

Filed for recordation with the Surface

Transportation Board on June 27, 1997 and

assigned Recordation

No. 10534-F.

SECOND AMENDMENT TO LEASE OF

RAILROAD EQUIPMENT dated as of May 30,

1997 between:

BA Credit Corporation

The Burlington Northern and Santa Fe Railway

Company

Filed for Recordation with the Surface

Transportation Board on July 8, 1997 and

assigned recordation number 10534-G.

LESSOR
LESSEE